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R. O. Draft 12/12-2003  
R. O. Draft 11/06-2003  
Irrigation and/or M&I  
Contract No.  
14-06-200-8565A-IR8

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

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INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,  
THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA,  
AND  
TRI-VALLEY WATER DISTRICT  
PROVIDING FOR PROJECT WATER SERVICE

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THIS CONTRACT, made this 4<sup>th</sup> day of May, 2004, in  
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as  
amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,  
1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and  
Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to  
as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred  
to as the United States, THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF  
CALIFORNIA, hereinafter referred to as DWR, and TRI-VALLEY WATER DISTRICT,  
hereinafter referred to as the Contractor, a public agency of the State of California, duly organized,  
existing, and acting pursuant to the laws thereof, with its principal place of business in Sanger,  
California;

1 WITNESSETH, That:

2 EXPLANATORY RECITALS

3 WHEREAS, the United States, DWR, and the Contractor entered into an interim  
4 renewal contract identified as Contract No. 14-06-200-8565A-IR5, hereinafter referred to as the  
5 Interim Renewal Contract, which provided for the continued water service to the Contractor  
6 following expiration of Contract No. 14-06-200-8565A; and

7 WHEREAS, the United States, DWR, and the Contractor have entered into  
8 successive renewals of the Interim Renewal Contract, the most recent of which is Contract No. 14-  
9 06-200-8565A-IR7, hereinafter referred to as the Existing Interim Renewal Contract from March 1,  
10 2003, through February 29, 2004; and

11 WHEREAS, the United States, DWR, and the Contractor have made significant  
12 progress in their negotiations of a long-term renewal contract, believe that further negotiations on  
13 the long-term renewal contract would be beneficial, and mutually commit to continue to negotiate  
14 to seek to reach agreement, but anticipate that the environmental documentation necessary for  
15 execution of any long-term renewal contract will be delayed at least an additional 7 months, and  
16 may be delayed further for reasons beyond the control of the parties; and

17 WHEREAS, the Contractor has requested a subsequent interim renewal contract  
18 pursuant to Subdivision (b)(1) of Article 2 of the Interim Renewal Contract and Article 1 of the  
19 Existing Interim Renewal Contract; and

20 WHEREAS, the United States has determined that the Contractor has to date  
21 fulfilled all of its obligations under the Existing Interim Renewal Contract; and

22 WHEREAS, the United States is willing to renew the Existing Interim Renewal  
23 Contract pursuant to the terms and conditions set forth below;

24 NOW, THEREFORE, in consideration of the mutual and dependent covenants  
25 herein contained, it is hereby mutually agreed by the parties hereto as follows:

26            INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

27            1.        The terms and conditions of the Existing Interim Renewal Contract are hereby  
28 incorporated by reference into this Contract with the same force and effect as if they were included  
29 in full text with the exception of Article 1 thereof, which is revised as follows:

30                    (a)        The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
31 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from  
32 March 1, 2004, and shall remain in effect through February 28, 2005, and thereafter will be renewed  
33 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract."

34                    (b)        Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is  
35 amended by deleting the date "February 15, 2004," and replacing same with the date  
36 "February 15, 2005."

37                    (c)        Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
38 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"  
39 and replacing same with the dates "February 1, 2005," "February 15, 2005," and "February 28,  
40 2005," respectively.

41 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal  
42 contract as of the day and year first above written.

43 THE UNITED STATES OF AMERICA  
APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
44 */s/ James E. Turner*  
45  
46 OFFICE OF REGIONAL SOLICITOR  
47 DEPARTMENT OF THE INTERIOR  
By: /s/ John F. Davis  
for Regional Director, Mid-Pacific Region  
Bureau of Reclamation

48 Approved as to Legal Form and  
49 Sufficiency: THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA

50 /s/ David B. Anderson  
51 Chief Counsel  
52 Department of Water Resources  
By: /s/ Lester A. Snow  
Director  
Department of Water Resources

53 (SEAL) TRI-VALLEY WATER DISTRICT

54 By: /s/ John Colbertt  
55 President of the Board of Directors

56 Attest:

57 /s/ Richard L. Cosgrave  
58 Secretary